



**ATTACHMENT 3**

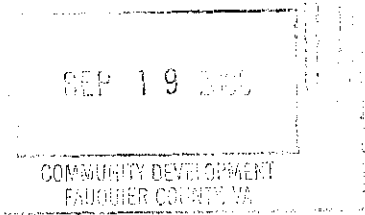
**COUNTY OF FAUQUIER  
OFFICE OF THE COUNTY ADMINISTRATOR**

**G. ROBERT LEE**  
*County Administrator*

**J. RANDALL WHEELER**  
*Deputy County Administrator*


40 Culpeper Street  
Warrenton, Virginia 20186  
PHONE 540-347-8680 FAX 540-349-2331  
E-mail: [bob.lee@fauquiercounty.gov](mailto:bob.lee@fauquiercounty.gov)

**ANTHONY I. HOOPER**  
*Assistant County Administrator*



**MEMORANDUM**

TO: Earl Douple, Chairperson  
Fauquier County Water and Sanitation Authority

FROM: Anthony I. Hooper   
Assistant County Administrator

DATE: September 29, 2003

SUBJECT: Waste Water Operation Agreement – Airport Sewer Planning Area

Enclosed you will find an original signature sheet and one full copy of the Waste Water System Operation Agreement – Airport Sewer Planning Area. Please sign the original signature sheet and return to my office.

If you have any questions, please feel free to contact me at (540) 347-8628.

AIH/clk

Enclosures

6-

# **WASTE WATER SYSTEM OPERATION AGREEMENT**

## **AIRPORT SEWER PLANNING AREA**

THIS WASTE WATER SYSTEM OPERATION AGREEMENT, made this 15<sup>th</sup> day of September, 2003, by and between the **BOARD OF SUPERVISORS OF FAUQUIER COUNTY**, (hereinafter called the "County"), and the **FAUQUIER COUNTY WATER AND SANITATION AUTHORITY**, (hereinafter called the "Authority"), recites and provides as follows:

### **RECITALS:**

**WHEREAS**, the County is developing the wastewater treatment service in the vicinity of the Warrenton-Fauquier Airport; and

**WHEREAS**, the Authority is willing to operate and maintain the Wastewater System on behalf of the County; and

**WHEREAS**, the County and the Authority wish to memorialize in writing the terms of their agreement as it relates to the operation, maintenance and capital improvements of the Airport Sewer system.

This Agreement is entered into pursuant to Authority granted to the entities under §15.2-1300, §15.2-2111 and §15.2-5110 of the *Code of Virginia*, 1950, as amended.

---

### **AGREEMENT:**

**NOW THEREFORE**, in consideration of the promises contained herein, and intending to be legally bound, the County and the Authority hereby covenant and agree as follows;

#### **A-1. The System**

The Airport Wastewater System consists of, but is not limited to, the requisite facilities, components and related easements necessary for the collection and treatment of wastewater for the landowners of properties in the vicinity of the Warrenton-Fauquier Airport. The Airport Wastewater System contains both public and private segments, generally described as follows:

1. Treatment units, grinder pumps, 3" PVC forcemain, drip, tubing, septic tanks and various controls which are owned by the County as the public segment of the airport wastewater system.
2. Individual sewer laterals/service lines, , which are between the public facilities and individual properties and businesses, are owned by individual property owners as the private segment of the Airport Wastewater System are not considered to be a segment of what is hereinafter called the System.

**A-2. Operations and Maintenance**

1. **Operation of the System** – the Authority shall, on a reimbursable basis, operate the System on behalf of the County. System operations shall be in conformance with all federal, state and local laws and regulations governing the operation of water systems of the size and nature of the System. System operations shall be conducted in the most efficient and economical manner possible. The Authority shall promulgate for consideration by the County all policies necessary for the economic, efficient and proper operation and maintenance of the System. The Authority shall operate the System in conformance with any and all policies adopted by the County.
  2. **Maintenance of the System** – the Authority shall, on a reimbursable basis, maintain the System on behalf of the County, in proper working order and in conformance with all federal, state and local laws and regulations. The Authority shall periodically inspect the System and create and recommend to the County a maintenance plan to insure the continued maintenance of the System in the most economical and efficient manner. The Authority shall operate and maintain the System in conformance with any maintenance plan adopted by the County.
- 

**A-3 County Obligations**

1. **Indemnity of the Authority** – the County agrees to defend the Authority and its employees against any and all legal action brought by any third party to this Agreement related to the System and performance of the provisions of this Agreement.
2. **Operation and Maintenance -**

The Board of Supervisors shall annually consider and approve a budget for the operation and maintenance of the System.

The Board of Supervisors shall include within the annual budget for the County amounts sufficient to fund the Capital Improvements Program and operation and maintenance budgets for the System.

**A-4. Authority Obligations**

1. **Creation of Yearly Budget** – the Authority shall annually prepare and present to the County a budget for the operation and maintenance of the System. The budget shall be prepared in a manner so as to provide the most economic and efficient System operation and maintenance.
2. **Budget Liability** – the Authority shall use its best efforts to prepare and recommend adequate annual operations and maintenance budgets. The Authority shall not exceed any budget approved for the System without the express written authorization of the County, however, the Authority shall have no obligation to expend any of its funds towards any expense related to the System

**A-5. Rates**

1. The Authority shall recommend to the County, annually, rate schedules sufficient to cover all costs and charges associated with the operation, maintenance, improvements and repairs of the System.
2. The County shall establish a rate schedule, at its discretion, determining the Usage Fees it wishes to assess for whatever part of the County's costs that it desires to recover.
3. The Authority shall, on a reimbursable basis, serve as a billing and collection agency for the County's Usage Fees. The Authority shall make all reasonable efforts to collect all fees and charges due to the County. The Authority will promptly notify the County of all accounts delinquent more than thirty (30) days. The Authority shall cooperate with the County in all County-initiated collection activities.
4. The Authority shall make no sewer charges of its own to individual System customers.

**A-6. Payments**

The Authority shall bill the County on a monthly basis for any and all charges associated with the operation, maintenance, improvement and repair of the System. The County shall have forty-five (45) days from the invoice date to pay all charges.

**A-7. Audit**

1. The Authority and its authorized representatives shall have access to, and the right to examine and copy, at its sole expense, until the expiration of three (3) years after the final payment under this Agreement, all books, documents, records, papers, and other supporting data of the County which involve transactions related to this Agreement. In the event of litigation involving this Agreement, the foregoing rights of access, examination and copying shall continue until such litigation shall have been finally resolved.
2. The County and its authorized representatives shall have access to, and the right to examine and copy, at its sole expense, until the expiration of three (3) years after the final payment under this Agreement, all books, documents, records, papers, and other supporting data of the Authority which involve transactions related to this Agreement. In the event of litigation involving this Agreement, the foregoing rights of access, examination, and copying shall continue until such litigation shall have been finally resolved.

**A-8. Authority Obligation to System Customers**

The Authority shall have no contractual obligation to System customers. There shall be no credit to any System customer, or properties served by the System, on account of any fees paid pursuant to this Agreement.

**A-9. Acceptance of System Customers**

The County shall accept customers into its System as regular customers only under the following conditions:

1. Sewer capacity must be available in the System.
2. All applicable fees are paid in full.

**A-10. Insurance**

1. County Insurance – The County shall maintain insurance coverage in the following amounts:

<u>Type of Policy</u>	<u>Limits of Liability</u>
A. General Liability	\$1,000,000 Each Occurrence and Aggregate

- |    |   |   |
|----|---|---|
| B. | Standard Workers' Compensation Employer's Liability | Statutory<br>\$500,000  |
| C. | Automobile Liability                                | \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) |

2. Certificates of Insurance – Certificates of Insurance evidencing the above-required insurance coverage shall be provided by the County within thirty (30) days of the commencement of any services under this Agreement. Such Certificates of Insurance shall provide for at least forty-five (45) days notice to the Authority of cancellation, material change, or lapse of coverage and shall certify that all policies meet the requirements of this Article in all respects. The insurance coverage specified herein shall constitute minimum requirements and the Authority shall be included as an additional insured on the policies described in Section 1.A and 1.C above.

3. WSA Insurance – The WSA shall maintain insurance coverage in the following amounts throughout the term of this Agreement:

- |    | <u>Type of Policy</u>                               | <u>Limits of Liability</u>  |
|----|---|---|
| A. | General Liability                                   | \$1,000,000 Each Occurrence and Aggregate                             |
| B. | Standard Workers' Compensation Employer's Liability | Statutory<br>\$500,000  |
| C. | Automobile Liability                                | \$1,000,000 Combined Single Limit (Bodily Injury and Property Damage) |

4. Certificates of Insurance – Certificates of Insurance evidencing the above-required insurance coverage shall be provided by the Authority within thirty (30) days of the commencement of any services under this Agreement. Such Certificates of Insurance shall provide for at least forty-five (45) days notice to the County of cancellation, material change, or lapse of coverage and shall certify that all policies meet the requirements of this Article in all respects. The insurance coverage specified herein shall constitute minimum requirements and the County shall be included as an additional insured on the policies described in Section 3.A and 3.C above.

**A-11. Dates and Terms of Agreement**

1. This Agreement shall be for a term of one (1) year and shall be automatically renewed for successive one (1) year terms, unless either party gives the other party written prior notice of its intent to terminate this Agreement at the expiration of the term. Prior notice must be given at least one hundred and eighty days (180) prior to the expiration of any current term.
2. Neither the Authority, nor the County, shall be responsible for any delay caused by acts of God, war, strikes, fires or natural calamities.

**A-12. Default**

If the County or the Authority shall fail or neglect to keep and perform each and every one of the covenants, conditions and agreements contained herein, and such failure or neglect is not remedied within thirty (30) days (or such longer period as may be reasonably required to correct such failure or neglect with exercise of due diligence) after written notice from either the Authority or the County specifying such failure or neglect, then either the Authority or the County may pursue any legal remedies available to them. No default as herein provided shall be deemed complete, unless at the time the Authority or County seeks to take any action based upon such default, the same shall remain uncured. A default shall not exist regarding any act required to be performed or not performed hereunder that is not completed within the time specified herein but is commenced within such time and is diligently pursued thereafter.

**A-13. Appropriation**

The obligations of the County and the Authority under this Agreement are expressly made subject to the appropriation of funds necessary to carry out the terms of this Agreement. Upon the failure to appropriate funds necessary to fulfill the obligations imposed herein, this Agreement shall be terminated upon the date of exhaustion of the funds which have been appropriated.

**A-14. Termination**

1. **For Cause** – this Agreement may be terminated by either party, upon the failure of the other party to comply with any obligation imposed upon it under this Agreement, provided however, that prior to termination pursuant to the terms of this section, the party in default shall be given written notice of the other party's intent to terminate this Agreement and shall have thirty (30) days from the receipt of the notice to cure the default in conformance with Paragraph A-13 herein.

2. **Failure to Appropriate** – the failure of the County to appropriate funds necessary for the completion of any obligation under this Agreement shall act to automatically terminate this Agreement once the appropriated funds are fully expended.

**A-15. Permits**

1. **The County** shall be named as the Permittee in all permits, securing in its name all zoning, building, Virginia Department of Health and Department of Environmental Quality permits necessary for the expansion, improvement, operation and maintenance of the System. The County shall be responsible for complying with the conditions of any such permits.
2. **The Authority** shall secure on behalf of the County, and at the County's sole expense, all permits necessary to operate the System. The County shall cooperate fully with the Authority in the permit application process and shall execute any and all applications and documents necessary to obtain any permit required by federal, state or local law or regulation to operate the System.

**A-16. Violations**

The Authority shall immediately notify the County of any Notice of Violation or any regulatory action taken against the System by any federal, state or local regulatory agency. The Authority shall immediately prepare all necessary and proper plans to remediate the violation and shall present the plan to the County. The Authority shall take all actions authorized by the County to immediately abate any violation.

**A-17. Notices**

All notices hereunder shall be in writing, shall be given either manually or by mail and shall be deemed sufficiently given when actually received by the party to be notified or when mailed, if mailed by certified or registered mail, postage prepaid, addressed to the other party at his address set forth below. Any party may, by notice to the other parties given in the manner provided for herein, change his or its address for receiving such notices.

Address for notices to the County:

G. Robert Lee  
Fauquier County Administrator  
Court and Office Building – Fourth Floor  
40 Culpeper Street  
Warrenton, VA 20186-3298



Address for notices to the Authority:

Barney E. Durrett, Jr., General Manager  
Fauquier County Water & Sanitation Authority  
P. O. Box 3047  
Warrenton, VA 20188-1747

**A-18. Governing Law; Venue**

This Agreement shall be construed and performed in accordance with the laws of the Commonwealth of Virginia, without reference to conflict of law principles. Resolution of any outstanding claims, counterclaims, disputes and other matters arising out of or in connection with this Agreement shall be decided in a court of competent jurisdiction in the Commonwealth of Virginia.

**A.19. Entire Agreement**

This Agreement constitutes the entire agreement of the parties relating to its subject matter and supersedes all prior and contemporaneous agreements of the parties in connection herewith.

**A.20. Cumulative Rights**

The rights and remedies provided in this Agreement shall not be exclusive, but shall be cumulative and in addition to all other rights and remedies provided by applicable law, including but not limited to, statutory or common law indemnity, contribution, or other remedy at law or in equity.

**A.21. Waiver not Continuing**

The waiver by either party of any failure on the part of the other party to perform any of its obligations under this Agreement shall not be construed as a waiver of any future or continuing failure or failures, whether similar or dissimilar thereto.

**A.22. Mutual Work Product**

This Agreement results from negotiations between the parties. It is the intention of each of the parties that this Agreement is a mutual work product and that neither of the parties shall be considered to be responsible solely for the preparation of same. The parties agree that no phrase or provision of this Agreement that is ultimately held to be ambiguous shall be construed against either of them.

**A.23. Surviving Obligations**

The representations, warranties and covenants of the parties shall continue after and survive, and be enforceable notwithstanding, the execution of this Agreement, the completion of the Services or the expiration or other termination of this Agreement.

**A.24 Captions**

The captions in this Agreement are for purposes of convenience only and form no substantive part of this Agreement. In no event shall they be deemed to limit or modify the text of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

**AUTHORITY:**

**FAUQUIER COUNTY WATER AND  
SANITATION AUTHORITY**

ATTEST:

\_\_\_\_\_

by: \_\_\_\_\_  
Earl H. Douple, Jr., Chairperson

**COUNTY:**

**BOARD OF SUPERVISORS  
OF FAUQUIER COUNTY**

ATTEST:

*Chawlinca O DS*  
\_\_\_\_\_

Harry F. Atherton, Chairman

by: *[Signature]*  
\_\_\_\_\_

**Ayes:** *Mr. Harry Atherton; Mr. Joe Winkelmann; Ms. Sharon McCamy;  
Mr. Larry L. Weeks*

**Nays:** *None*

**Absent During Vote:** *Mr. Raymond Graham*

**Abstention:** *None*

RECEIVED

SEP 19 2003

#### RESOLUTION

COMMUNITY DEVELOPMENT

**A RESOLUTION TO APPROVE SE03-CR-23 TO ALLOW THE CONSTRUCTION AND  
OPERATION OF A WASTEWATER TREATMENT AND DISPOSAL SYSTEM AT THE  
WARRENTON-FAUQUIER AIRPORT,  
FAUQUIER COUNTY, OWNER / APPLICANT**

WHEREAS, the Comprehensive Plan for the Midland Service District calls for the development of a limited capacity wastewater treatment facility to serve the Warrenton-Fauquier Airport and adjacent industrial properties; and

WHEREAS, the Applicant has proposed that a "drainfield based" system, with limited surface discharge to provide reserve capacity, be developed on Airport property; and

WHEREAS, Section 5-2000.6 of the Fauquier County Zoning Ordinance provides for the approval of such systems as a Special Exception use if operated under the control of the Fauquier County Water and Sanitation Authority (WSA); and

WHEREAS, the applicant has stipulated that the proposed system shall be owned and operated by WSA; and

WHEREAS, on April 24, 2003, the Planning Commission conducted a public hearing on SE03-CR-23 and has forwarded a recommendation of conditioned approval; now, therefore, be it

RESOLVED by the Fauquier County Board of Supervisors this 19<sup>th</sup> day of May 2003, That SE03-CR-23 be, and is hereby, approved subject to the following conditions:

1. Prior to beginning operation of the system, there shall be an operating agreement with WSA.
2. Upon the issuance of a discharge permit, the ownership of the system shall be transferred to WSA.
3. No expansion beyond the proposed Phase I operation (served by the primary drainfield with a capacity of 4,400 gallons/day) shall be allowed without an approved discharge capacity being in place, including the permit and the infrastructure needed to utilize a discharge permit.

4. The initial discharge capacity of the system shall be limited to 8,800 gallons/day and will serve only as a 100% back-up to the drainfield system.
5. The discharge capacity of the system shall not be increased until a plan for allocating additional capacity (i.e., adding users) has been approved by the Board of Supervisors. The Planning Commission shall review any such plan prior to the Board of Supervisors' consideration.
6. An on-site back-up energy supply shall be provided to protect the plant and related automated controls from operational lapses due to power outages.
7. The system shall include monitoring equipment and related alarm systems to assure the detection of, and response to, any malfunction.
8. The service area of the system shall be limited as set forth in Option 3 of the Comprehensive Plan for the Midland Service District (i.e., the Warrenton-Fauquier Airport and adjacent industrial properties).

**CONSIDER SPECIAL EXCEPTION #SE03-L-28 – MARSH RUN GENERATION, LLC, OWNER / APPLICANT**

A public hearing was held to consider an application for special exception approval under Category 23, which would allow for the crossing of a floodplain. The property is located on the east side of Lucky Hill Road (Route 655), Lee District. Rick Carr, Director of Community Development, gave an overview of the application. No one spoke. The public hearing was closed. Ms. McCamy moved to adopt the following resolution. Mr. Winkelmann seconded, and the vote for the motion was 4 to 0 as follows:

<b><i>Ayes:</i></b>	<b><i>Mr. Harry Atherton; Mr. Joe Winkelmann; Ms. Sharon McCamy; Mr. Larry L. Weeks</i></b>
<b><i>Nays:</i></b>	<b><i>None</i></b>
<b><i>Absent During Vote:</i></b>	<b><i>Mr. Raymond Graham</i></b>
<b><i>Abstention:</i></b>	<b><i>None</i></b>

**RESOLUTION**

**A RESOLUTION APPROVING SE03-L-28 TO ALLOW FOR THE CROSSING OF A FLOODPLAIN, MARSH RUN GENERATION, LLC (OLD DOMINION ELECTRIC COOPERATIVE), APPLICANT**

WHEREAS, on October 15, 2001, the Fauquier County Board of Supervisors approved Special Exception SE00-L-17 to allow the construction of the Marsh Run Peak Generation Facility; and

- c. #SE03-CR-23 – Fauquier County, owner / applicant – Warrenton-Fauquier Airport – applicant wishes to obtain special exception approval under Category 20, which would allow for the construction and operation of a wastewater treatment and disposal system. The property is located on the west side of Midland Road (Route 610), Cedar Run District. (PIN # 7809-78-6301-000) (Postponed March 27, 2003, until April 24, 2003, for further review.)

Mr. Counts reviewed his staff memorandum, a copy of which is attached to and made part of these official minutes.

Mr. Tony Hooper, Assistant County Administrator, stated that the county has been working with the airport committee for a number of months regarding this application. He stated that there are a number of existing businesses in this area, including the airport, which have failing drainfields. Mr. Hooper stated that this plan would provide facilities for both the airport and these businesses. He said that this plan would be phased.

Mr. Meadows asked Mr. Hooper to clarify whether or not they have takers for all 2500 gallons. Mr. Hooper responded that they have takers for the whole capacity, to include property owners whose property is currently vacant but may wish to develop in the future, and they hope that the 4400 gallons allowed in Phase I would accommodate the existing businesses.

Mrs. McCarty asked which businesses intend to expand. Mr. Hooper stated that there are a number of businesses they have met with that have this intent, Ross Industries being one of them. Mr. Hooper stated that a number of businesses were surveyed and the majority responded with the intent to expand.

Mr. Stone asked how many businesses were surveyed and what the general response was? Mr. Hooper responded that there are approximately 18 or 19 parcels in this area. He said that a meeting was held and about 75% of the owners of these parcels were present and most everyone present expressed an interest. Mr. Hooper stated that some of these residents were the owners of the vacant parcels and he did caution them that the county's first priority is to provide service to the existing businesses.

Mr. Stone asked Mr. Hooper if he expected the majority of the capacity to be used by parcels already occupied rather than opening new parcels. Mr. Hooper confirmed that existing parcels would use the Phase I capacity.

Mr. Jim Van Luven, Airport Committee, stated that he believes this is one of the greatest things that has ever happened and he feels people are

realizing that something needs to be done to accommodate industries in this area. He stated that this is in the comprehensive plan and it will not cost the county any money. He said the homeowners would be paying for this service. Mr. Van Luven stressed that there has been no opposition to this application.

Mr. Meadows asked Mr. Van Luven to clarify whether he meant homeowners or business owners. Mr. Van Luven said he did mean business owners.

Mr. Rodney Robinson, Cedar Run District, stated he lives approximately 300 yards from where this system is going to be. He said he is not against this application. Mr. Robinson stated that he does not want to see mass development, but he understands that growth is going to happen and he is okay with that as long as it follows the Comprehensive Plan. Mr. Robinson said that he was not aware of a meeting between the airport committee and the Industrial landowners. He said he would have loved to go as a resident. He stated that he hasn't seen any visuals and he is here to get more information. Mr. Robinson said that the airport committee is targeted business but they also need to inform the residents.

Chairman Robison asked Mr. Robinson if he had seen any posted signs. Mr. Robinson responded that he had; however, they blew down. Mr. Robinson stated that he supports this project, he is just concerned with what it will look like and he would like to be more informed. Mr. Robison advised Mr. Robinson to contact The Planning Department regarding any questions he may have.

Mr. Van Luven, with Mr. Stone's permission, addressed Mr. Robinson. He stated that the airport committee and the county would be more than happy to meet with residents and it is not their intention to keep residents in the dark.

Ms. Kitty Smith, Marshall District, recommended that the Commission only approve Phase I at this stage. She stated that Phase II is very problematic in terms of receiving a DEQ permit and the capacity of Phase II is not as necessary at this point as Phase I is. Ms. Smith stated that the county has informed the owners of the industrial properties but not the owners of the residential property and she questioned whether or not it was legally enforceable to exclude the residential properties.

Roy Beckner, representing Steve Rodgers, stated this area needs sewer; however, at this stage there is not enough information to approve this request.

Mr. Robison asked Mr. Beckner if he was notified regarding any meetings. Mr. Beckner responded he asked Mr. Hatch to notify him; however, he never received any notification. Ms. Beverly Pullen stated the notice was sent to S.W. Rodgers in Gainesville.

Mr. Meadows asked Mr. Beckner which property does Steve Rodgers own? Mr. Beckner responded 5-acres adjacent to the airport.

In that there were no further speakers, Mr. Robison closed the public hearing.

Mr. Meadows asked Mr. Burke if it was legal to have a package plant that is exclusive to industrial property?

Mr. Burke stated this plant has been designed to serve a service area that is referenced in the comprehensive plan.

Mr. Stone stated that he has been to two meetings with the airport committee and two briefings with the county, since this application was first proposed. He said that he is satisfied that this plan conforms to the comprehensive plan that was drawn up by the citizens of this area about 18 months ago. Mr. Stone stated that if the 8800 gallons were allocated to residents it would serve about 25 houses. He stated that this will not happen but it does provide additional employment and allows existing businesses to stay where they are. Mr. Stone said he has seen enthusiasm among potential users regarding this system.

Mr. Stone, on condition, that the WSA own and operate this system and with the additional condition requiring the service area system be limited as set forth in option three of the comprehensive plan for the Midland Service District, made a motion to approve this request.

Mrs. McCarty stated that this application is very tightly conditioned. She said that it is vital to her that it is owned and operated by WSA and it has a limited discharge capacity and limited expansion. Therefore, she reluctantly seconds Mr. Stone's motion.

Mr. Robison agrees with Mr. Van Luven that businesses in this area need to be assisted. However, he has a number of concerns and he originally thought this application would be postponed. Mr. Robison said that Ross Industries came before the Planning Commission about 3 years ago seeking approval for an alternative system. This system was approved in October. He asked what happened to this approval and has it been acted on? Mr. Robison stated he asked WSA for a letter on the issue of their owning and operating this system but he has yet to receive it. He said he had discussed this issue with the Assistant Director of WSA who stated



they had no desire to work with package sewage plants. They feel they are expensive to operate and have a short life span. Mr. Robison said they had not received information on the actual costs of owning and operating this system. He stated that because he missed the work session he would not be voting for or against this application.

Mr. Stone stated that if this application is approved it is very well defined and confined to this system in this area. He said this application had no adverse impact and does not set precedence for other applications like this.

Mr. Stone, seconded by Mrs. McCarty, moved to approve this request.

The motion carried 4 to 0.

- d. **#SE03-S-26 – Fauquier County, owner / applicant – Northern Fauquier County Sports Complex** – applicant wishes to obtain special exception approval under Category 20, which would allow for the construction and operation of an above ground water storage tank and sanitary sewer pump station. The applicant has also requested a county determination as to whether the location of the proposed storage tank and pump station are in accordance with the *Code of Virginia*, Section 15.2-2232. The property is located at the northeast corner of John Marshall Highway (Route 55) and Whiting Road (Route 622), Scott District. (PIN # 6070-40-3474-000)

Mr. Counts reviewed his staff memorandum, a copy of which is attached to and made part of these official minutes.

Mr. Robison opened the public hearing.

Ron Mabry, Project Manager, stated the applicant's intent is to locate the ~~above-ground storage tank in the vicinity of the existing silo. If the~~ concrete base does not allow this, they will construct a tank that has the appearance of the silo to maintain integrity. He stated that at this point, they are unable to provide any information on the capacity because they are still in the groundwater study phase. Mr. Mabry stated this tank would be built to the standards and specifications of WSA.

Mr. Jay Fetner, here representing himself and The Committee for Responsible Rural Development, Scott District. He stated he wanted to make a few general observations because it is hard to make specific comments because the application is premature. Mr. Fetner stated that people are being forced into unnecessary opposition because there are capacity details, etc. He stated that he is not opposed to the Sports Complex; however, he is opposed to approving an application that is so vague. Mr. Fetner recommended the postponement of this application until further details and calculations are provided.